

# Sussex County, Delaware



Request for Proposals

For

## **Comprehensive Occupational Health Services**

Date Issued November 5, 2018

### **Proposal Submission Deadline:**

November 30, 2018 - 3:00 p.m. EST

### **Mail or Hand Deliver Proposal to Primary Contact:**

Karen Brewington, Director Human Resources

Sussex County

2 The Circle

PO Box 589

Georgetown, DE 19947

WARNING: Prospective Proposer who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they did not receive communications from the Issuing Office prior to the closing date

## Table of Contents

Advertisement .....	3
Summary .....	4
RFP Schedule .....	4
General Conditions .....	4
Background .....	6
Description of Services Required.....	7
Proposal Content and Format Requirements .....	9
Selection Procedures .....	9

ADVERTISEMENT

Sussex County Government is soliciting proposals from qualified firms to provide comprehensive occupational health and medical treatment services for employees of Sussex County Government.

An electronic copy of the information package may be downloaded from [www.sussexcountyde.gov/e-service/rfp](http://www.sussexcountyde.gov/e-service/rfp)

Each proposal received in response to this RFP will be evaluated on the criteria of core elements, location and availability, professional experience and qualifications, required services, and cost. These criteria shall determine all applicants that meet the minimum qualifications. It is the County's intent to offer this proposal to a single vendor that best meets the overall qualification.

All proposals must be sealed, clearly marked "PROPOSAL – Comprehensive Occupational Health Services" and must include all elements described in the information package.

One (1) original and one (1) copy of the proposal must be delivered to Sussex County Human Resources, Attn: Karen Brewington, 2 The Circle. P.O. Box 589, Georgetown, DE 19947 before 3:00 PM EST on November 30, 2018. Further information or questions can be addressed to Karen Brewington at [kbrewington@sussexcountyde.gov](mailto:kbrewington@sussexcountyde.gov)

By: Karen Brewington  
Human Resources

## 1. SUMMARY

Sussex County, hereinafter referred to as "County," is soliciting proposals from qualified firms to provide comprehensive occupational health and medical treatment services for employees of Sussex County Government

The term "offeror" shall refer to providers submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under an agreement resulting from this RFP.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked "PROPOSAL – Comprehensive Occupational Health Services" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP.

One (1) original and one (1) copy of the proposal must be delivered to the address below before the date and time listed in the **RFP SCHEDULE** section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

Questions pertaining to this request for proposal must be received before the close of business, the Tuesday before the listed submission deadline.

Any amendment or addendum to this RFP is valid only if issued in by Sussex County.

## 2. RFP SCHEDULE

Publish RFP	November 5, 2018
Proposal Submission Deadline	November 30, 2018

## 3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected provider will be required to assume full responsibility for all services and activities offered in its proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters.
- 3.2. Assurance: Any agreement executed under this RFP must be carried out in full compliance with all laws of the State of Delaware.
- 3.3. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood that the offeror, and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.4. The County reserves the right to reject any and all proposals, in whole or in part, to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of Sussex County.
- 3.5. Sussex County reserves the right to:
  - Request clarification of any submitted information;
  - Not enter into any agreement;
  - Not select any applicant;

- Amend or cancel this process at any time;
- Interview applicants prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Issue similar RFPs in the future.
- Award agreements to multiple offers

### 3.6 Amendments and Addenda to the RFP

If the County finds it necessary to revise any part of this RFP, an amendment or addendum will be provided to all vendors known to have received the RFP. Amendments and addenda will also be posted on the County's website in the Request for Proposals section ([www.sussexcountype.gov/e-service/rfp](http://www.sussexcountype.gov/e-service/rfp)).

### 3.7 Incurred Expenses

Neither Sussex County nor any of its officers or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal.

### 3.8 Insurance Requirements

The Contractor shall not commence services until original certificates of insurance evidencing all Required Insurance has been submitted to and approved by the County. The Contractor shall be required to maintain, at its own expense, and provide satisfactory evidence of the required insurance, throughout the term of the contract.

All Required Insurance coverage must be underwritten by insurers allowed to do business in the State of Delaware and acceptable to the County. The insurers must have a Best's Financial Strength Rating of "A -" or better, and a financial size category of "Class VII" or higher, unless the County grants specific written approval for an exception.

Any deductibles or retentions of \$5,000 or greater are subject to the County's written approval. Any deductible or retention amounts elected by the Provider or imposed by the Provider's insurer(s) shall be the sole responsibility of the Provider.

Required Insurance means:

1. Professional liability (or errors or omissions liability) insurance that insures against claims alleging acts, errors and omissions arising out of or in connection with the services provided to the County, with minimum limits of \$2,000,000 per occurrence; and \$2,000,000 annual aggregate.
2. Cyber and privacy liability insurance that covers claims arising from breaches in network security and or disclosure of personally identifiable non-public information with minimum limits of \$2,000,000 each wrongful act and policy limit is required.
3. Workers' compensation insurance with statutory benefits as required by any state law, including standard "other states" insurance and employers' liability insurance with minimum limits of \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease; and \$500,000 policy limit for bodily injury by disease.
4. Commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising out of or in connection with the services provided to the County. The minimum limits of liability for this insurance are \$1,000,000 combined single limit - each occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 combined single

limit - general aggregate per project; and \$1,000,000 combined single limit - products/completed operations aggregate.

The County and its elected or appointed officials, officers, directors, employees, agents and consultants shall be additional insureds on primary and non-contributory basis with respect to liability arising out of or in connection with the services provided to the County.

If any liability insurance purchased by the Contractor is issued on a "claims made" basis, the Contractor must either:

1. Agree to provide certificates of insurance to the County evidencing the above coverages for a period of two years after termination of services. The certificates shall evidence a retroactive date no later than the date services commence; or
2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force when services are terminated and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. The certificate or copy of the endorsement shall evidence a retroactive date no later than the date services commence.

The Contractor will be responsible for loss of or damage to Contractor's property, equipment and materials and shall waive all rights against the County and its elected or appointed officials, officers, directors, employees, agents and consultants for loss of or damage to the Contractor's property, equipment and materials. Any property insurance policies shall permit waivers of subrogation by endorsement or otherwise.

Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend Sussex County and its elected and appointed officials, officers, employees and agents from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of or resulting from the Contractor's actions or inactions which are in any way related to its role as Contractor hereunder and its duties with respect hereto, whether occurring in Sussex County, DE or elsewhere, including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible and intangible property, including the loss of use resulting therefrom, asserted by any person, persons or artificial entity, including, but not limited to respondent's employees, servants, representatives, guests, invitees, contractors, licensees, visitors, etc. regardless of whether or not such claims, damages, injuries and expenses are caused in part by a party indemnified hereunder.

#### **4. BACKGROUND**

- 4.1. Sussex County is looking for a qualified contractor to provide comprehensive Occupational Health Services as defined as "any and all" services related to the medical evaluation and care of Sussex County employees, while operating in the course and scope of their occupational duties and/or relationship with Sussex County Government.
- 4.2. The County intends to award a three (3)-year contract with option to renew on a year-by-year extension basis up to two (2) additional years to the bidder selected as the most responsible bidder whose response conforms to the RFP and meets the County's requirements.

## 5. DESCRIPTION OF SERVICES REQUIRED

### 5.1. Scope of Services / Requirements

5.1.1. The County requires a comprehensive medical provider with expertise in Occupational Health Medicine with the appropriate state licenses and approvals in Workers' Compensation. Services provided shall include:

- a. pre and post-employment physical examinations
- b. post injury employee treatment
- c. occupational health medical reviews
- d. workers' compensation examinations
- e. communicable disease/infection control examinations
- f. other annual exams
- g. vaccinations for safety sensitive employees
- h. respirator and hearing conservation medical evaluations
- i. respirator fit testing and audiograms
- j. Drug and Alcohol Screening
- k. Department of Motor Vehicles (DMV) medical examinations
- l. Advice and consultation related services.

5.1.2. The Contractor shall be conveniently located, to reduce to the greatest extent possible employee travel distance and lost productivity, and have ability to perform screenings, immunizations and vaccinations both at their offices and upon special request at County operated properties, within normal operating hours specified by the County.

It is a requirement that services be provided by a single properly qualified vendor at location(s) central and near those Sussex County operation sites that are considered 'high priority' due to both expected needs of service and risk level of work performed.

To ensure prompt service and reduced County employee downtime, the following is required:

- a. Normal hours of operation shall be at minimum 9AM to 5PM; Monday through Friday, with ability to address and coordinate special weekend and after-hours requests. including emergency physician consultation and/or post event drug and alcohol screening.
- b. The Contractor and office is dedicated solely to Occupational Medicine and Occupational Health Services.
- c. All employees must be seen within 30 minutes of a scheduled appointment.
- d. Pre-employment examinations, upon request, may need to be accommodated within 36-hours.
- e. Post-incident drug and alcohol screening, upon request, must be accommodated within 1-hour notice, 24/7 365 days per year, as needed.

5.1.3. Proposals must include a statement of qualifications to include a description of organization, staffing, staff experience, and current staff certifications. (See Attachment D)

- a. Personnel, Organization and Staff Experience – Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal, including full-time and part-time staff. Information about experience and certifications shall include direct experience with the specific subject-matter area. Information must be provided in the format identified in Attachment D.
- b. References - Special notification must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers of such reference. A minimum of three (3) references are to be provided in the format identified in Attachment.

5.1.4. Timely Access to Medical Results, Billing and Payments

- a. A vendor staff member shall meet with the individual being evaluated and discuss the individual's test results, current physical condition, limitations and treatments/care plans.
- b. Turnaround time for providing assessment results to Sussex County should be within 10 working days for annual assessments. Pre-employment assessment results shall be provided within 24 hours.
- c. The original results of the assessment shall be forwarded to the Director of Human Resources, and/or their designee(s).
- d. A copy of the results shall also be provided to the individual being evaluated.
- e. Comprehensive reports shall be provided at the conclusion of each visit of testing period as defined by the ordering party. The report should include all individuals who completed the test as well as present condition, written restrictions or any other direction in a clear and legible format.
- f. Medical bills associated with a workers' compensation claim shall be submitted by the vendor directly to the insurance provider, or third party administrator, as required.
- g. All invoices submitted to the ordering party shall be itemized and include a minimum of the following: <Name of Employee> < Date of Services> <Itemized description of services performed> and <Charge for each itemized service, per rate provided in RFP>
- h. Upon receipt of all completed medical reports and an acceptable itemized bill, payment will be processed and mailed within thirty (30) days of receipt.
- i. Invoices shall be submitted only after the ordering party has received all required results and electronic documents as well as the results of each employee's evaluation.



## 5.1.5. American Health Insurance Portability and Accountability Act (HIPPA)

- a. While providing services under this contract, the contractor must comply with the privacy and security regulations established under 45 CFR §160 et seq. and 45 CFR § 164.308 et seq.
- b. Offeror is to provide concise detail of procedures in place to ensure HIPPA compliance.

**6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Interested offerors shall submit one (1) original plus one (1) copy of their proposal.

Proposals shall be delivered no later than the date and time listed in the RFP SCHEDULE and shall contain at a minimum the following items:

**6.1. Cover Sheet (Attachment B)****6.2. Supporting Attachments (Attachment(s) C, D, E, F)**

- 6.2.1. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
- 6.2.2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.
- 6.2.3. Complete and provide information required in Attachments C, D, E and F of this proposal.

**7. SELECTION PROCEDURES**

Proposals will be evaluated on the criteria outlined in the DESCRIPTION OF SERVICES REQUIRED section.

It is the intent to award this arrangement to the most qualified single contractor/ vendor that best meets the weighted needs of the County. The selection criteria will be weighted as follows:

Service Location(s) and Availability	300 Points Maximum
Professional Experience and Qualification(s)	200 Points Maximum
Required Base Services	200 Points Maximum
Cost	100 Points Maximum

The Contractor(s) selected for this project will be required to accept the County's agreement (Attachment A) and to comply with insurance standards as deemed acceptable to the County. No agreement with the County is in effect until both parties have signed an agreement.

**ATTACHMENT B: COVER SHEET**

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b> (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
<b>Federal Tax ID Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number (s)</b>	
<b>Contact Person – e-mail address</b>	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Sussex County Government, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
Printed Name of Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Title of Authorized Representative

**ATTACHMENT C: Service Location(s) and Availability****(300 Points)****Occupational Health Provider - Physical Address and Operating Schedule**

	Facility #1	Facility #2	Facility #3
<b>Physical Address:</b> (nearest three facilities)			
<b>Days and Hours of Operation:</b>			
<b>Is Facility dedicated solely to Occupational Health Services (Yes/No).</b>  <b>If No, explain.</b>			
<b>Office Location(s) - Driving distance (nearest route using Google Maps)</b>	<b>Driving Distance (Miles) from Facility Below</b>	<b>Driving Distance (Miles) from Facility Below</b>	<b>Driving Distance (Miles) from Facility Below</b>
Sussex County Administration #2 The Circle Georgetown Delaware, 19947			
South Coastal Regional Wastewater Facility #33711 South Coastal Lane Frankford, DE 19945			
Wolfe Neck Wastewater Facility #36160 Wolfe Neck Road Rehoboth Beach, DE 19971			
Inland Bays Regional Wastewater Facility #29445 Inland Bay Road Millsboro, DE 19966			

**ATTACHMENT D.- Professional Experience and Qualification(s)**

**(200 Points)**

Describe each individual's qualifications and experience to perform the work described in this Request for Proposal. Include full-time and part-time staff, information about experience and relevant certifications.

You may complete one sheet for each employee you wish to highlight.

1. Individual Name:
2. Qualifications/Education:
3. Occupational Health Related License's and Certifications:
4. Years' Experience:
5. Hours per Week Employed:

**ATTACHMENT E: Required Base Services  
(200 Points)**

Service Type	Service Description	Service Provided  Indicate Yes or No;  If service is available at multiple establishments, indicate physical location(s) providing Service
Vitals	Services not requiring a physician, PA or NP	
Periodic Exam	Includes vital signs, brief history and focused exam as done by Medical Doctor, Physician Assistant or Nurse Practitioner. May require forms for clearance.	
Pre-employment	Vital Signs, Full History and Full Physical as done by Medical Doctor, Physician Assistant or Nurse Practitioner according to form provided.  (Any additional testing is charged accordingly)	
Return to work	Review of medical records, detailed history, detailed physical and report as done by Medical Doctor, Physician Assistant or Nurse Practitioner.	
Extensive Physical Exam (2 visits)	Review of medical records, detailed history, detailed physical and report as done by Medical Doctor, Physician Assistant or Nurse Practitioner.  (2) Visits: Patient will come in for diagnostics and labs a few days prior to scheduled exam. (Charged separately) A full explanation of all lab test and exam results.	

Vision	Simple Vision Exam including; Snellen Wall Chart. Ishihara, and Butterfly Depth Perception	
Hearing	Audiometry: Includes initial interpretation and *PPD (intradermal test for tuberculosis)	
Labs	CBC	
	CMP	
	Lipid Profile	
	PSA	
	Hep. B titer	
	Hep. A titer	
	UA	
	MMR Titer	
	Varicella Titer	
	Fentanyl	
	Ketamine	
Radiology	Chest PA/LAT with signed interpretation	
	Base line Mammogram	
	12 lead EKG	
Pulmonary	Pulmonary function test	
	Respirator Mask Fit (Qualitative)	
	Respirator OSHA History Review	
Vaccines (Cost to include pricing as of 10/1/18 and include administration cost my authorized medical assistant)	Hepatitis A (series of 2), per injection	
	Hepatitis B (series of 3), per injection	
	T-dap Tetanus	
	Rabies pre-exposure (series of 3) per injection	
	MMR	
	Varicella	
	Influenza (administered in office)	

	Influenza (on-site)	
	Typhoid (Oral)	
	Typhoid (Inj)	
Drug and Alcohol	Urine Drug Screen (col.& chain of custody (consortium) Urine Drug Screen Pre-employment	
	Urine Drug Screen (collection only)	
	MRO review (Positive results)	
	Breath Alcohol Positive confirmation	
Physicals	DOT/CDL	
	Haz-Mat	
On-Site -Professional Service Costs, per hour	Medical Doctor	
	Nurse Practitioner	
	Physician Assistant	
	Nurse	
	Certified Medical Assistant	

**ATTACHMENT F: Cost  
(100 Points)**

<b>Service Type</b>	<b>Service Description</b>	<b>List total cost per unit or person, including Physician Signature and any Administration fee(s)</b>
Vitals	Services not requiring a physician, PA or NP	
Periodic Exam	Includes vital signs, brief history and focused exam as done by Medical Doctor, Physician Assistant or Nurse Practitioner. May require forms for clearance.	
Pre-employment	Vital Signs, Full History and Full Physical as done by Medical Doctor, Physician Assistant or Nurse Practitioner according to form provided.  (Any additional testing is charged accordingly)	
Return to work	Review of medical records, detailed history, detailed physical and report as done by Medical Doctor, Physician Assistant or Nurse Practitioner.	
Extensive Physical Exam (2 visits)	Review of medical records, detailed history, detailed physical and report as done by Medical Doctor, Physician Assistant or Nurse Practitioner.  (2) Visits: Patient will come in for diagnostics and labs a few days prior to scheduled exam. (Charged separately) A full explanation of all lab test and exam results.	
Vision	Simple Vision Exam including;  Snellen Wall Chart. Ishihara, and Butterfly Depth Perception	



Hearing	Audiometry: Includes initial interpretation and *PPD (intradermal test for tuberculosis)	
Labs	CBC	
	CMP	
	Lipid Profile	
	PSA	
	Hep. B titer	
	Hep. A titer	
	UA	
	MMR Titer	
	Varicella Titer	
	Fentanyl	
	Ketamine	
Radiology	Chest PA/LAT with signed interpretation	
	Base line Mammogram	
	12 lead EKG	
Pulmonary	Pulmonary function test	
	Respirator Mask Fit (Qualitative)	
	Respirator OSHA History Review	
Vaccines (Cost to include pricing as of 10/1/18 and include administration cost my authorized medical assistant)	Hepatitis A (series of 2), per injection	
	Hepatitis B (series of 3), per injection	
	T-dap Tetanus	
	Rabies pre-exposure (series of 3) per injection	
	MMR	
	Varicella	
	Influenza (administered in office)	
	Influenza (on-site)	
	Typhoid (Oral)	
	Typhoid (Inj)	

Drug and Alcohol	Urine Drug Screen (col.& chain of custody (consortium) Urine Drug Screen Pre-employment	
	Urine Drug Screen (collection only)	
	MRO review (Positive results)	
	Breath Alcohol Positive confirmation	
Physicals	DOT/CDL	
	Haz-Mat	
On-Site -Professional Service Costs, per hour	Medical Doctor	
	Nurse Practitioner	
	Physician Assistant	
	Nurse	
	Certified Medical Assistant	